



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

February 26, 2014

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: KIM JONES  
STATE CONTRACT PROCUREMENT OFFICER

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS14715-CDL\_SCREEN**  
**CDL DRUG & ALCOHOL THIRD PARTY ADMINISTRATIVE SERVICES**

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Award Notice  
Contract No. GSS14715-CDL\_SCREEN

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD**

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Each contractor's contract shall be valid for a five (5) year period from March 28, 2010 through March 17, 2015.

**NOTE:** This contract has been assigned to Government Support Services by the Delaware Department of Transportation. The contract was originally identified as DelDOT Agreement No. 1512, Drug and Alcohol Third Part Services.

### **3. VENDOR**

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Bayhealth Occupational Health  
640 South State Street  
Dover, DE 19901

**Primary Contact:**

Deanna Rigby  
302-744-7343  
Deanna\_rigby@bayhealth.org

**Secondary Contact:**

Dawn Jackson  
302-674-7979  
Dawn\_jackson@bayhealth.org

FSF# 0000024326

### **4. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

## 5. THIRD PARTY COLLECTION SITES

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<b>New Castle County</b> Omega Medical Center 15 Omega Drive Newark, DE 19713 302-368-5100 8am – 5:30pm <i>*Collection only site affiliation</i>	<b>Kent County</b> 1275 South State Street Dover, DE 19901 302-678-1303 M-F 7:30am – 5pm
<b>Sussex County</b> 301 Jefferson Street Milford, DE 19963 302-430-5705 M-F 7:30am – 5 pm	<b>Sussex County</b> Nanticoke Occupational Health Seaford, DE 19973 302-629-6875 M-F 8am – 5pm

## 6. AFTER HOURS COLLECTION

- *All sites can provide Direct Observations for After Hour Collections*

<b>New Castle County</b> All local Emergency Departments	<b>Kent County</b> Kent General Hospital Emergency Dept.
<b>Sussex County</b> Milford Memorial Hospital Emergency Dept - or - Nanticoke Emergency Room or office location	<b>Standard Procedure for After Hour Collection</b> When an employee presents to the Emergency Department they must inform the registrar who will then page the on call collector. The collector will respond within 30 minutes.

## 7. PRICING

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Prices will remain firm for the term of the contract year.

Prior to initiating service, the ordering agency should review item 12 of this Award Notice as well as the entire scope of work in the original solicitation which can be accessed from the contract details page.

SERVICE	PRICE
<b>DOT/FTA Regulated 5 Panel Drug Screen: (Includes collection fee, MRO and Lab Testing)</b>	\$67
At Client's site (mobile unit):	\$67+\$42 per hr tech fee
Off Client's site (TPA collection facility):	\$67

<b>Non-Regulated 10 Panel Drug Screen: (Includes collection fee, MRO and Lab Testing)</b>  At Client's site (mobile unit):  Off Client's site (TPA collection facility):	\$67  \$67+\$42 per hr tech fee  \$67
<b>Breath/ Alcohol Testing</b>  At Client's site (mobile unit):  Off Client's site (TPA collection facility)  Blood Alcohol  Urine Alcohol with drug screen	\$27 <i>(Additional \$42 for confirmation)</i>  \$27+\$42 per hour tech fee  \$27  \$140-Serum \$170 – Whole Blood  \$80
<b>Split Specimen Transfer for Confirmation of Positives</b> Donor requested, DOT required transfer of a positive specimen to as second DHSS approved lab for confirmation of the positive substance	\$225
<b>After Hours Post Accident Drug &amp; Alcohol Services</b>	\$125 <i>(Charge is in addition to cost of tests performed)</i>
<b>Blind Specimens</b>	\$0
<b>Expert testimony via telephone by MRO or Laboratory Certified Scientist</b>	\$ 156 per MRO \$ 42 per hr collector  \$100
<b>Expert testimony requiring off-site appearance by MRO or Laboratory Certified Scientist per day</b>	\$ 200 per hr MRO \$200 per hr plus traveling expenses for a maximum of \$1000 per day

## **ADDITIONAL TERMS AND CONDITIONS**

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### **8. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

## 9. **PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## 10. **PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

## 11. **ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## 12. **REQUIREMENTS**

### **Agencies intending to use this contract must:**

- Identify a Designated Employee Representative to be the primary contact with the vendor
- Schedule a meeting with the vendor prior to the start of services / issuance of purchase order
- Submit to the vendor **in active Excel format** the information on the personnel to be in the testing pool
  - i. Details of the required information will be addressed in the pre-service implementation meeting with the vendor

### **Vendor must:**

- Use only DHHS/SAMSHA certified laboratories for all drug testing
- Provide on-site testing services (*at additional cost*) when requested by the ordering agency.
- Provide Medical Review Officer (MRO) services by physicians who are members of the American College of Occupational & Environmental Medicine and certified through AAMRO or MROCC.

## 13. **HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

#### **14. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

#### **15. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

#### **16. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.